

## **EXHIBIT A**

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.,

07 CV 4036 (JGK)

Plaintiffs,

**SECOND  
AMENDED VERIFIED  
COMPLAINT**

-against-

SUNDERSONS LTD., MILAN NIGERIA LTD.,  
SIMRAN MEHER LTD. and VALECHHA  
HOLDINGS LIMITED,

Defendants.

-----X

Plaintiffs, CRUISER SHIPPING PTE LTD. ("Cruiser") and UNIVERSAL  
NAVIGATION PTE LTD. ("Universal," and hereinafter with Cruiser, the "Plaintiffs"), by their  
attorneys, Brown Gavalas & Fromm LLP, as and for their Verified Complaint against  
Defendants, SUNDERSONS LTD. ("Sundersons"), MILAN NIGERIA LTD. ("Milan Nigeria"),  
SIMRAN MEHER LTD. ("Simran Meher") and VALECHHA HOLDINGS LIMITED  
("Valechha Holdings") (hereinafter the "Defendants"), allege upon information and belief as  
follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.
2. At all material times, plaintiff, Cruiser was, and now is, a foreign corporation with

an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805 and was the registered owner of the motor vessel CRUISER ("the Vessel")

3. At all material times, plaintiff, Universal, was and now is a foreign corporation with an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805, and was the disponent owner of the Vessel.

4. Upon information and belief, at all material times, defendant, Sundersons, was and now is a foreign corporation with an office and place of business at 52a Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

5. Upon information and belief, at all material times, defendant, Milan Nigeria, was and now is a foreign corporation with an office and place of business at 243 Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

6. Upon information and belief, at all material times, defendant, Simran Meher was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

7. Upon information and belief, at all material times, defendant, Valechha Holdings, was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

8. On or about August 4, 2006, a charter party agreement was entered into by and between plaintiff, Universal, and defendant, Sundersons, whereby Universal agreed to let, and Sundersons, as charterer, agreed to hire the M/V CRUISER for a voyage, under certain terms and conditions, from Kakinada Port, India to Port Harcourt, Nigeria ("Charter Agreement"). On or about August 30, 2006, September 9, 2006 and September 12, 2006, plaintiff Cruiser issued twenty bills of lading, Nos. C1 to 20, with respect to cargo transported aboard the Vessel.

9. At all relevant times, defendant Milan was the receiver and/or consignee of the cargo evidenced by said bills of lading. The said bills of lading incorporated all of the terms of the Charter Agreement, including the arbitration clause therein and are therefore subject to the same arbitration clause.

10. Clause 50 of the Charter Agreement contains a London arbitration clause which provides :

“Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two so chosen; their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.”

11. On October 19, 2006, the Vessel arrived at the first discharge port, Lagos, Nigeria and on November 6, 2006, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage, payable by Defendants, of \$36,755.56.

12. At Port Harcourt, the Defendants claimed damage to the cargo discharged at Port Harcourt and prevented the departure of the Vessel by blocking the necessary clearances. In addition, on December 6, 2006, Defendants caused the judicial arrest of the Vessel in Port Harcourt and, without authority from the Court in Port Harcourt or from the Plaintiffs, placed heavily armed men on board the Vessel, effectively holding the Vessel and crew to ransom.

13. With the Vessel now detained and subject to judicial arrest, Defendants demanded payment of \$198,987.60 on grounds of alleged cargo shortage, despite the fact that figures from the master indicated that there was no shortage claim when the quantity of cargo discharged in Port Harcourt was compared to the quantity on the cargo manifest; i.e. the quantity placed on board the Vessel at loading.

14. Plaintiffs made various offers to obtain a release of the Vessel pending adjudication,

on the merits of the alleged cargo claim, including an offer to post a guarantee letter from Plaintiffs' insurer. Such guarantee letters are routinely offered and accepted in international shipping transactions and are considered good and acceptable security for claims.

15. Despite Plaintiffs' repeated and reasonable efforts, Defendants refused to accept security in substitution of the continued detention of the Vessel and demanded resolution of the parties' dispute in Nigeria, in breach of the Defendants' obligation to submit all disputes between the parties to arbitration in London.

16. With the Vessel remaining under arrest and detention by Defendants, and in further breach of the binding London arbitration clause, Defendants refused to release the Vessel in substitution for comparable security and demanded payment of \$70,000, to be made into a Swiss bank account, and the written agreement of the Plaintiffs to forgo their claims against Defendants, including claims for demurrage, in return for the release of the Vessel.

17. Plaintiffs' payment of \$70,000 to Defendants was made under both economic and physical duress, and was procured due to Defendants' breach of the Charter Agreement in detaining the Vessel in Nigeria and seeking to compel Plaintiffs' to forego their rights under the Charter Agreement and applicable law.

18. Defendants' attempt to pursue their claims against Plaintiffs outside London, and their attempts to compel the Plaintiffs to agree to Nigerian jurisdiction or to pay the alleged claim, constitute a breach of contract, economic duress and oppressive and/or vexatious and/or bad faith conduct because:

- a. the Plaintiffs and their insurers have offered to secure Defendants' alleged claims with a Club Guarantee with English law and arbitration; and
- b. the sole purpose of the arrest and the Defendants' refusal to negotiate release of

the Vessel against comparable substitute security was intended to compel and coerce Plaintiffs, under extreme economic duress, to agree to Nigerian jurisdiction and law or into paying Defendants' claim by way of settlement.

19. Clause 54 of the Charter Agreement provides as follows:

"In the event of any alleged cargo claim/shortages Charterers/Receivers are to accept Owners' Pandi Club Letter of Guarantee/bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released."

A copy of the Charter Agreement is attached hereto as Exhibit "A."

20. Plaintiffs have incurred costs and losses as a result of the detention of the Vessel and the breaches of the Charter Agreement on the part of Defendants, their servants and agents, including load port and discharge port demurrage, detention charges, bunkers consumed during the detention period, daily running expenses and earning losses, in an amount of \$311,650.00, as best as can be determined at the present time.

21. On information and belief, the Defendants, including defendant Valechha Holdings, are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.

22. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.

23. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said

members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

24. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

25. Upon information and belief, defendant Valechha Holdings exercises such complete domination and control over defendants Sundersons, Mila Nigeria and Simran Meher, and/or disregarded Sundersons's, Milan Nigeria's and Simran Meher 's corporate form, and/or conducted the business and operations of Sundersons, Milan Nigeria and Simran Meher as if the same were Valechha Holdings's own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendants Sundersons, Milan Nigeria and Simran Meher, as distinct from Defendant Valechha Holdings, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

26. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.

27. In accordance with a binding arbitration clause in the Charter Agreement and in the bills of lading, Plaintiffs will commence arbitration proceedings in London, England.

28. This action is in aid of said arbitration proceedings, as aforesaid, in accordance with 9 U.S.C. § 8. Plaintiffs seek to obtain adequate security to satisfy a potential London arbitration award in Plaintiffs' favor.

29. Plaintiffs sue on their own behalf, and as agents and trustees on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this action.

30. Insofar as legal costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration proceedings, Plaintiffs also seek to secure claims for interest and anticipated legal costs and attorneys fees. As best as can now be estimated, Plaintiffs expect to recover the following amounts in the London arbitration:

a.	On the principal claim	\$311,650.00
b.	Interest at 6% per annum, compounded quarterly for 3 years	\$ 60,964.40
c.	Costs (arbitrators' fees, attorneys' fees, etc.)	\$ 45,000.00
TOTAL		\$417,614.40

23. Upon information and belief, Defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.

WHEREFORE Plaintiffs pray:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$417,614.40, to secure the Plaintiffs' claim, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;

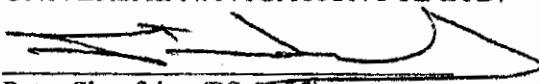
C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiffs have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York  
September 6, 2007

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.

By:

  
Peter Skoufalos (PS-0105)  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

Case 1:07-cv-04036-JGK Document 6 Filed 09/06/2007 Page 9 of 16

**VERIFICATION**

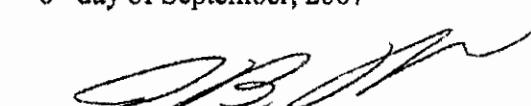
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiffs.
2. I have read the foregoing Second Amended Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiffs is that Plaintiffs are foreign corporations, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiffs.

  
PETER SKOUFALOS

Sworn to before me this  
6<sup>th</sup> day of September, 2007

  
Notary Public

EVAN B. RUDNICKI  
Notary Public of the State of New York  
No. 02RU6142314  
Qualified in Rockland County  
Term Expires March 13, 20\_\_\_\_

## EXHIBIT A

PA-APP-2007 17:44 FROM JACKSON FARTON

TD 8912129835946

P. 22, '83

## **CONTINENT GRAIN CHARTERPARTY**

**Code name: "SYNACOMEX 2000"**  
AGENCE PARIS UNIT BY PYROGAT NATIONAL DU GOUVERNEMENT EXTERIEUR DES SÉCURITÉS  
ARMÉES 1966, 1971 ET 1980 A L'AGENCE DE LA COFACE CENTRAL DES ARMÉES DE FRANCE  
IN COLLABORATION WITH CHAMBER OF COMMERCE AND INDUSTRY OF PARIS AND THE French Chamber of Commerce & P. B. BERNARD ASSOCIATES

**ORIGINAL**

FAIRY

1. Shipper(s): Anglomar Shipping Ltd., London	2. Place and date of Charter Party London 06th AUGUST 2006
3. Owners and names of business (where full title and address) (2.1) Universal Navigation as Disponent Owners	4. Charterers and place of business (name full title and address) (2.1) Sundersons Nigeria, Ltd.
5. Vessel's name (2.2) mv CRUISE Flag / Port / port: Panama 1992 M/Tons MT / GT: 12,500/10,834 Summer DWT: See Clause 29	6. First layday date (2.8) 12th August 2006 Catering date (2.10) 22nd August 2006
7. Loading port(s) (2.2) Kathmandu	7. Present position / selected ready to load (2.11) trading
8. Always allow (2.12) a "safety margin" (1)	9. Advance notice(s) (2.12)
10. Discharging port(s) (2.2) 1 cargo berth (Cargo plus 1 st Port Kathmandu)	10. Last port(s) (2.12)
11. Always allow (2.12) "safety margin" (1)	11. Discharging port number of days / (2.12)
12. Cargo marks and quantities (2.13)	12. Freight rate (2.14) USD 80.00 per metric ton free in and out, free cleared basis 1 load/2 discharge
13. No back (2.15) or allocation in cargo for carriage (2.16)	13. Loading rate (2.14) 1000 metric tons per hour basis - See also Clause 8
14. Freight rate payment (term currency and method of payment, beneficiary and bank account) (2.16) See Clause 47	14. Discharging rate (2.14) 1000 metric tons per hour basis; See also Clause 8.
15. Damage / Discharge money (2.15)	15. Damage / Discharge money (2.15) USD 8,000 dollar / metric
16. Agree at discharging port(s) (2.12) See Clause 82	16. Agree at discharging port(s) (2.12) See Clause 82
17. Tolls insurance, maximum (2.18)	17. Dedication and to whom soverign (2.19) 1.25% to Anglomar Shipping Ltd. to be deducted from freight
18. Address Commission (2.19) 1.1% to Charterers to be deducted from freight	18. Deductible (*) vs Non-deductible (*)
19. Number of the additional clauses covering special provisions. If any agreed Additional clauses from clause 20 to clause 80 are deemed to be incorporated in this Charter Party	
20. It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein something of PART I and PART II including additional clauses if any (notified and signed in Box 22). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent such conflict exists. (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80)	
For the Owners <i>Robert Stiles</i>	For the Charterers

This statement is a copy of the **SYNACQUER** 2008 Annual Report issued by authority of **SYNTHÈSE NATIONAL DU COMMERCE EXTÉRIEUR DES GÉRANCES SYNACQUER**, an institution of the State of Luxembourg.

In the event of your resistance rights, it is the responsibility of the institution which is our entity under the law of the Republic SYNTHESE COMMERCIAL EXPORTATION DES GÉRANCES SYNACQUER, as registered by the D.R.L. Services of Justice as a result of representations made to the entity SYNTHESE COMMERCIAL EXPORTATION DES GÉRANCES SYNACQUER.

04-APR-2007 17:45 FROM JACKSON PARTON

TO 0012129835946

P.23/83

**ORIGINAL!**

**PART II**  
**"SYNACOMEX 2000" Container Grain Charterparty**

**1. Owners, Charterers**

If at this day agreed between the party designated in Box 2, Owners of the Vessel named and described in Box 3, being now in position and expected ready to load as mentioned in Box 1, and the party designated in Box 4 as Charterers, THAT

**2. Loading Port(s) and Cargo**

The said Vessel being light, staunch and in every way fit for the voyage, shall with pl. convenient speed proceed to the place designated in Box 5, which in case of named port(s), 1 safe berth / 1st and/or 2nd, Kajabada. Owners acknowledge as safe and suitable for this Vessel and there load always stored, unless specially agreed otherwise, been specifically agreed in such safe berth, dock, wharf or anchorage as Charterers or their Agents or

Shippers may direct, a full sea-allowed cargo 23,0934.745-metric tons/44,010-means-ton maximum of bagged rice. Exact quantity as per usual storage factor which Charterers advise but do not guarantee as \$1. To be discharged seven days prior arrival at load port of discharge.

and/or stowage and/or discharge and/or delivery as described in Box 6, means of loading and/or delivery as described in Box 7, Shippers have the responsibility to provide safe berths. The time-limiting between the two berths shall be laytime, but charterers' expenses shall be for Vessel's account. Owners shall provide and maintain the usual and/or storage and on their time all that is required for safe storage of grain according to local laws and regulations. The cargo shall not exceed what the Vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck in unbroken bulk holds. All cargo on board to be delivered. Furthermore, if storage bags have been specifically agreed, the following shall apply:

Charterers shall supply and allow the stowage space, quantity of

discharged cargo not exceeding the quantity specified in Box 8, which will be shown at the time of discharge. The number of bags agreed for on Box 9 of Loading to be binding on Vessel and Owners, unless error or fraud be proved.

**3. Discharging Port(s)**

Being so loaded, the Vessel shall proceed with all convenient speed direct to the port(s) designated in Box 10, 1 safe berth Lagos including Nigerian island plus 1 safe berth Port Harcourt in Charterers' option. Charterers advise that min draft in Lagos is 5.5 meters salt water which is

cost of named port(s). Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo. Shippers shall, unless specially agreed otherwise specifically agreed in Box 10, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the responsibility to receive and/or store the time-for-discharging between the two berths, each counter-clockwise, subjecting themselves to liability for damage, damage.

**4. Freight**

The freight agreed under this Charter Party shall be as stated in Box 11, per metric ton on net Bill of Lading weight and shall be deemed earned as cargo is loaded on board, except disownable and non-returnable. Vessel and/or cargo lost or not lost. The freight shall be paid as per Clause 47, as specified in Box 12, and rates levied on the cargo shall be for Charterers' account and those levied on the Vessel however assessed shall go to the Owners' account.

**5. Loading and Discharging**

Cargo shall be loaded, stow-allowed under stowage at the cost and expense of Shippers/Charterers at the average rate stated in Box 14 - 1655322000/1000 metric tons per weather working day basis vessel's gear as described Sundays and Holidays excluded. See also Clause 6 weather-permitting.

Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in Box 15, 1000 metric tons per weather working day basis vessel's gear as described Saturdays, Sundays and Holidays excluded. See also Clause 6 weather-permitting.

Storage shall be under Master's direction and responsibility. Except as above Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightening for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime service rendered by shrt's crew shall be in as rates for Owners'

account.

6. Laytime, Cancelling

At port of loading laytime shall not count before 08.00 hours on the layday date stated in Box 8 and in any case not before the date provided by the ~~10-day minimum period~~. Should the Vessel's notice of readiness not be valid tendered as per Clause 2 before 08.00 hours on the cancelling date stated in Box 1, Charterers shall have the Option of cancelling the charter at any time thereafter, but not later than one hour after the notice is validly tendered.

**7. Vessel's Positions, Notices**

Master and/or Owners shall give 10 days and thereafter 24/24/24/24 days and 12 hours notice of Vessel's expected readiness to load to

the party designated in Box 9. Master and/or Owners shall give 7/14/18/21 days notice of Vessel's

Expected Time of Arrival (ETA) at discharging port as specified in Box 10. It is advised

Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.

**8. Laytime**

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of communication at the offices of Shippers/Charterers. Receivers or their Agents Monday through Friday, between 08.00 and 17.00 hours.

on 8 days-except Saturdays, Sundays and Holidays and between 08.00 hours and 17.00 hours on 8 days/8 days/8 days/8 days

at 10 days/11 days/12 days/13 days/14 days EU clause to apply both ends.

Such notice of readiness shall be delivered when

Vessel is in the loading or discharging berth end in as respects ready to load/dischARGE. At both ends of the berth is comprised of one anchorage. Master has the right to tender N.O.R. from the anchorage even by cable/telephone and time to count whether in berth or not, whether in 50% or not, whether free pratique or not, whether customs cleared or not. At loading port Skipper

Charterers or their Agents have the privilege to inspect

Vessel's holds. If it requested by Charterers, a survey may be carried out at their time and risk to establish vessel's holds and hatch covers availability to load bagged rice and Owners to have the right to re-inspection during such survey by their P&I Surveyors, together with the notice when fully informed

clean dry, otherwise paid in full (C&I-Agency) time to come

Surveyor.

In case of disagreement between the two surveyors then an independent surveyor (mutually agreed between Charterers' and the Owners' P&I surveyor) to be appointed whose findings to be binding for both parties. In case any deficiency, then same to be promptly made good by the Owners and any time lost from the time of rejection till the time of acceptance not to count as laytime.

In case of dispute, an independent surveyor shall decide whether Vessel's readiness is lost, if the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor, the laytime will only start to count after the Vessel has validly tendered again.

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04-PPR-2007 17:46 FROM JACKSON PARTON TO 0012129835946 P. 24/83  
 REPLY TO: 0012129835946 VET. ON OWNER'S REQUEST

**ORIGINAL**

**PART II**  
**"SYNACOMEX 2000" Continent Grain Charterparty**

when ready.	112	subjecting or time on demurrage. When fumigation has been effected at loading port and has been completed by payment fully or by a competent authority, time of loading shall not be affected by Master for reasons of illness having been diagnosed in the same period of such fumigation.	168
Only when the loading and/or discharging berth is unavailable, or Shippers or Receivers not ready to load or discharge Master may warrant that the Vessel is fit respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in berth or not, whether in free pratique or not, whether customs cleared or not.	113	been effected at loading port and has been completed by payment fully or by a competent authority, time of loading shall not be affected by Master for reasons of illness having been diagnosed in the same period of such fumigation.	169
Laytime shall commence at 14:00-13:00 hours if notice of readiness to load and/or discharge is validly tendered at or before 12:00 hours and at 08:00 hours on the next working day if notice of readiness is validly tendered after 12:00 hours. Time used before commencement of laytime shall not count. At loading port laytime shall not count between 12:00 hours on Saturday or 13:00 hours on days preceding a Holiday and 08:00 hours on Monday or the following working day, even if used.	114	shall not be affected by Master for reasons of illness having been diagnosed in the same period of such fumigation.	170
At discharging port(s) laytime shall not count between 17:00 hours on Friday or 17:00 hours on the day preceding Holiday and 08:00 hours on Monday or the following working day, even if used.	115	shall not be affected by Master for reasons of illness having been diagnosed in the same period of such fumigation.	171
unless, within	116	been effected at loading port and has been completed by payment fully or by a competent authority, time of loading shall not be affected by Master for reasons of illness having been diagnosed in the same period of such fumigation.	172
when laytime and time actually used shall count.	117		
Any delay caused by non-feeding, re-quantifying or by cause of force majeure, shall not be deemed to be laytime.	120		
Any delay caused by ice, tides, quarantine, or causes of "force majeure" shall not count as laytime unless	121		
Vessel is already an economic. Costs of demurrage always on demurrage but Charter Party exceptions always to apply the greater breakdown crew and/or officers strike, failure to pay any disbursement amounts for Owners' account etc.	122		
When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is released until the time it is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage.	123		
At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall return counting from Vessel's arrival at loading or discharging berth, if available, or from Vessel's arrival at a usual waiting place, if berth is unavailable.	124		
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	125		
<b>9. Demurrage, Despatch Money</b>	148		
Demurrage is payable by Charterers at the rate stated in Box 18 USD 6,000 per day pro rata half despatch laytime saved both ends per day of 34 consecutive hours or pro rata.	149		
Charterer shall pay to Charterers despatch money equivalent saved in loading/discharging time stated in Box 18 USD 6,000 per day of 34 consecutive hours or pro rata.	150		
<b>10. Seaworthy Trim</b>	151		
If ordered to be loaded or discharged at more than one berth and/or port, the Vessel is to be left in seaworthy trim to Masters reasonable satisfaction for the passage between berths and/or ports at Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.	152		
<b>11. Fumigation Box Clause 57</b>	153		
Charterers and the Charteror shall jointly bear the costs of on-board at loading and discharging port(s) or places as required for fumigation and de-pesto. Charterers are responsible for ensuring that Officers and Crew are not at other operations on board the Vessel during fumigation. If the fumigation are not expected to any health hazard whilst Master, Charterers undertake to pay Charterers all necessary expenses incurred because of the fumigation and/or time lost thereby when such	154		
Master's Agents shall give them authority to do so in writing, copy of which is to be furnished to Charterers.	155		
When Bill of Lading marked "Freight prepaid" are required, see clause 47.	156		
Master shall be released by Charterers when he holds a copy receipt.	157		
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04-APR-2007 17:47 FROM JACKSON PARTON TO 0012129835946 P.25/83  
 FROM : TO : RECEIVED - U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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**PART II**

**"SYNACOMEX 2000" Continent Grain Charterparty**

of a telegram from Standard Bank confirming that freight  
 amounts have been remitted.

**18. Relief**

Charterers have the right to release any part of this Charter Party, upon remittance of payment for such portion.

**20. Deviation**

Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.

**21. Lien Clause**

The Owners shall have a lien on the cargo for freight, overheads, demurrage, and average contribution due to them under this Charter Party.

**22. Responsibilities and Immunities**

Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, signed Brussels the 28th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.

When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

In cases where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply. The Owners shall in no case be responsible for loss of or damage to cargo however arising prior to loading into and after discharge from the Vessel.

Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay arising in whatsoever manner - resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, want or neglect of porters, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.

**23. Amended General Jet Clause**

Port Discharge

a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case of ports in either Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.

b) If during the loading the Master, for fear of vessel being frozen in, deems it impossible to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with action of collecting cargo for Owners' benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), at other conditions as per Charter Party.

c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the bulk cargo at the open port and

220	fill up elsewhere for their own account as under section b)	894
230	or to declare this Charter Party null and void unless	295
231	Charterers agree to load full cargo at the open port	395
232	<b>Port of Discharge</b>	297
233	a) Should the intended Vessel from, reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the re-opening of navigation and paying demurrage, or of sending the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	301
234	b) If during discharging the Master for fear of vessel being frozen in deems it available to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	302
235	c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	304
236	24. Amended Centracon Strike Clause	311
237	If the cargo cannot be loaded by reason of Riots, Civil	312
238	Commissions or of a Strike or Lockout of any class of	313
239	workmen essential to the loading of the cargo, or by reason	314
240	of obstructions or stoppages beyond the control of the	315
241	Charterers caused by Riots, Civil Commissions or a Strike	316
242	or Lockout on the Railways, or in the Docks, or other loading	317
243	Places, or if the cargo cannot be discharged by reason of	318
244	Riots, Civil Commissions or of a Strike or Lockout of any	319
245	class of workmen essential to the discharge the time for	320
246	Loading or discharging as the case may be, shall not count	321
247	during the continuance of such causes, provided that a	322
248	Strike or Lockout of the Shippers' and/or Receivers' men	323
249	shall not prevent demurrage and/or by the use of	324
250	reasonable diligence they could have obtained other suitable	325
251	labor in rates current before the Strike or Lockout.	326
252	In case of any delay by reason of the before-mentioned	327
253	Causes, no claim for damages or demurrage, shall be made	328
254	by the Charterers or Receivers of the cargo, or Owners of	329
255	the Vessel. For the purpose, however, of settling arrears	330
256	Money accounts, any time lost by the Vessel through any	331
257	of the above causes shall be counted as time used in loading	332
258	or discharging, as the case may be.	333
259	25. General Average and New Jason Clause	341
260	General average shall be adjusted according to the York	342
261	Antwerp Rules 1964 or any subsequent modification thereof,	343
262	but where the adjustment is made in accordance with the	344
263	law and practice of the United States of America, the	345
264	following Clause shall apply:	346
265	In the event of accident, danger, damage or disaster	347
266	before or after the commencement of the voyage,	348
267	resulting from any cause whatsoever, whether due to	349
268	negligence or not, for which, or for the consequence of	350
269	which, the carrier is not responsible, by mistake, conduct	351
270	or otherwise, the goods, shipper, consignee, or owners	352
271	of the goods shall contribute with the carrier in general	353
272	average to the payment of any sacrifices, losses or	354
273	expenses of a general average nature that may be made	355
274	or incurred and shall pay salvage and special charges	356
275	incurred in respect of the goods.	357
276	If a sailing ship is owned or operated by the carrier,	358
277	salvage shall be paid for as fully as if the said sailing	359
278	ship or ships belonged to strangers. Such deposit as the	360

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04-APR-2007 17:49 FROM JACKSON PARTON TO 0012129835945 P. 26/83  
 FAX NO. : 65 632444549 rec. by 2006 04165M1 TS  
 FROM :

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carrier or his Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery/

and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

**26. Both-to-Both Collision Clause**

If the liability for any collision in which the Vessel is involved while performing this Charter Party fails to be determined in accordance with the laws of the United States of America, the following Clause shall apply:

"If the said carrier shall collides with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, charterer, pilot or the servants of the carrier in the navigation on or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all steps or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recovered or recoverable by the owner or non-carrying ship or her owners as part of their claim against the carrying ship or master.

The foregoing provision shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact"

and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

**27. War Risks ("Voywar 1983")**

a) For the purpose of this Clause, the words:  
 (i) "Owners" shall include the shipowners, bareboat charterers, shipmanagement, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any war (whether declared or threatened), acts of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or suspected), acts of piracy, acts of terrorism, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain countries or crews or otherwise however), by any person, body, corporation or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master under the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel;

b) At any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within

381	the time for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of soon requirement.	427
382	c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the signing of the cargo commencement, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master under the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks.	428
383	If it should appear, either after the signing of the cargo commencement, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master under the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks,	429
384	the Owners shall give notice to the Charterers that they may terminate this Charter Party, or any part thereof, if within 48 hours of the receipt of such notice, the Charterers shall not have terminated such a port. If the Owners may discharge the cargo at any safe port of their choice (including the port of loading)	430
385	In complete fulfilment of the Charter Party, The Owners shall be entitled to receive from the Charterers the sum appointed of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	431
386	d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that that route will be taken. In the event the Owners and he entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	432
387	e) The Vessel shall have liberty:	433
388	i) to comply with orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;	434
389	ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	435
390	iii) to comply with the terms of any resolution of the Security Council of the United Nations, any Directive of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which	436

